NEW YORK PRODUCED SATERALT AND DESCRIPTION OF THE STREET

## THE COURTS.

Legality of the Seignre of Books and Papers To Be Used in Evidence.

THE WATERBURY-TAMMANY FIGHT.

Suit Against the Merchant Despatch Company.

THE "SHAUGHRAUN" LITIGATION REVIVED.

Application was made vesterday in the Supreme Court, Chambers, before Judge Davis, by Mr. William Sinclair, on behalf of a number of property owners, to show cause why the Commission ers of Estimate and Assessment should not be compelled to accept and file objections made in the matter of the opening of 100th street, from Ninth avenue to the Hudson River. After argument by Mr. Sinclair Judge Davis decided that the owners had a right to file their objections at any time before the completion of the opening

dicted for dearing in counterfelt money, was resumed in the United States Circuit Court before Judge Benedict. The case lasted all day, and has

not yet been concluded. Henry Tine, who had been charged before Commissioner Shields with having assaulted Thomas Edden, on board the steamer City of Hartiord, by striking him with a batchet and biting his thumb, was ordered to be discharged, the government witness not being in attendance. The Commisaloner said he could not think of keeping a person in prison such hot weather as this without an

In the suit brought by Lucas H. Wetjen et al. vs. Jay Cooke & Co. et al. a motion was made yester-day in Supreme Court, Chambers, before Judge Davis, on behalf of Paymaster Cutter, of the Brooklyn Navy Yard, who in the suit represented Secretary Robeson, to vacate the injunction granted in the case under the decision by the seneral Term so far as to permit him to sell a porzion of the iron pledged to the Navy Department as security for moneys in the hands of Cooke, McCuiloch & Co., of London.

Mr. Choate, for the plaintiff, said that he presumed that under the decision of the General Term the motion would be granted. After some discussion the Court took the papers,

reserving its decision.

LEGALITY OF THE SEIZURE OF

BOOKS AND PAPERS AS EVIDENCE. Yesterday, in the United States Circuit Court, n the case of the United States, plaintiffs in error, vs. George Hughes, defendant in error, Judge Hunt, one of the Associate Justices of the Su-Freme Court of the United States, filed his decis-ion, which affects a very important question. The action was brought to recover from the defendant certain penalties for violation of the internal revenue laws. Before the trial the Collector of he Port of New York had taken the proceedings anthorized by the act of March 2, 1867 (14 United States Statutes, 547), and had seized certain books and papers, which, it was alleged, contained entries that would sustain the action. The offer entries that would sustain the action. The offer of the government to give in evidence these books and papers on the trial was overruied by the Judge, and the correctness of this ruling is the principal question in the case. After referring to the legislation of Congress in 19 agard to the seizure of books and papers, the learned Judge goes on to say that no serious contention is made against the position that this suit of the revenue laws is within the view of the act. It is plain also that these books were offered to be given in evidence against the party of the given in evidence against the party of the taute? Is the evidence which the statute from the personal testimony of a party as a witness. It has been statutes as a witness in that suit. What be then states as a witness in that suit. What be then states as a witness in that suit. What be then states as a witness in that suit. What be then states as a witness in that suit. What be then states as a witness and as a party is evidence against him or in the case of a suit to enforce a prenaity or forfeiture. By the statutes of a gainst him or in the case of a suit to enforce a prenaity or forfeiture. By the statutes of 1864 Congress has bestowed upon mecessary general officials engaged is the collection of internal reveaue taxes the power to summon before them and examine parties under to the property. It is some cases the vite of the summon before them and examine parties under to the case of a criminal procedule. lection of internal revenue taxes the power to summon before them and examine parties under oath as to their property. In some cases the witnesses have claimed exemption from testifying on the ground that their evidence would subject them to a pennity. The case before us is of quite a different character. No "answer or other pleading" has been given. The party has bot been aworn nor has be testified. No "evidence has been aworn no a pennity. The case before us is of quite a different ensemble of the planting has been given. The party has bot been aworn not has he testified. No "evidence has been obtained from the party." No "discovery" has been made by him. He has been perfectly silent. He has discovered nothing. He has discovered nothing. His invoices have been seized, and have been offered to the Court, but they are not the evidence or discovery referred to in the statute. The statute speaks of evidence or discovery ontained from the party or witnesses, and not that obtained from the party or witnesses, and not that obtained from invoices and bills of lading which had been wrested from him. \* \* The discovery or evidence expected to be given by the party was of a personal nature to which he could make oath. The statute contemplated a case in which he scould make discovery or give evidence is such form that he could swear to the truth of his statements; that those statements should not be given in evidence against him when prosecuted criminally or for a penalty, but that if he testified or made discovery upon onth faisely he should safer the punishment due to a periprer. The case of the internal evidence seried upon judicial authority is different from the contents of books and papers seized upon judicial authority is different from the contents of books and papers seized upon judicial authority is different from the contents of books and papers seized upon of the learned Judge who tried the cause, and such was the Rolding in Stockwell's case (12 in. Rev. Rec., 88). Although decided after the passage of the act of 160s, that act was not aduded to. It probably escaped the attention of counsel in the case was decided upon ether penns. In my judgment there is adoundant aliment for all the language of the statute of 180s, without applying it to a case like the prevised and a new trial had.

## THE KELLY-WATERBURY CONTRO-

VERSY. As a iruit of the spirit of unfriendliness springing up in February last between Joan Kelly and Neison J. Waterbury-a war that raged with great bitterness in the Society of Tammany or Columbian Order-articles of impeacement were pre-lerred against Mr. Waterbury, alleging that he had violated the laws of the society. Upon such articles of impeachment Mr. Waterbury was duly tried, convicted and sentence passed that he be tensured. Mr. Waterbury at once carried the ase into the courts and obtained an alternative mandamus against the Tammany Society, with an order to show cause wey the society should not give him copies of its constitution, bylaws and oner papers, on the ground that he was about to the impeached and the papers, were necessary in framing his detence. The mandamus was served on the same day he was to have been censured. The case came up yesterday before dudge Westbrook, helding Supreme Court. Special form, on a motion to quash the writ. The interst evinced in the proceedings on the part of the Tammany Society was shown by the presence of a number of its preminent members, among whom were Sachems Augustus Schell and Thomas Danlier. On becast of the society appeared Messratienry L Ginton and D. C. Calvin, while Mr. Warerbury appeared to propria persona.

In support of the motion to quash the writ Mr. Cinton argued that it was defective in every particular, that it alleged that Mr. Waterbury was about to be impeached, whereas the real fact was he had been impeached, and so far as the Society of Tammany was concerned the case was conced menths ago; that he was impeached for offences which the society has power, under the laws of New York, to punish, and that the impeachment and all matters connected therewith were within the exclusive jurindiction of the society.

Mr. Waterbury, in reply, stated that the case mandamus against the Tammany Society, with an

Waterbury, in reply, stated that the case Mr. Waterbury, in reply, stated that the case was not ended, and, firerciore, the averment in the writ, that he was about to be impeached, was liverally true; that if Tammany is a corporation created by the law it is amenable to the law, as are all other corporations; that he was and is a member of the society, and, baving good cause to believe that his rights as a corporator are about to be wholly disregarded, be has a right to be heard and to see any manera or books of toe cor.

poration which wift inform him of his rights; that he made application for copies of the books and papers of the society, and his request was refused, wherefore, he insisted, the society should be compelled by due process of law to grant him his rights as a corporator.

Afr. Cinton repiled that Tammany was a corporation, but that corporations could not be compelled to show their books and papers unless it could be snown that a direct pecuniary right and interest were to be invaded or some specific right to be violated. He arred that the writ did not show that any such right was to be disregarded; that it was also necessary to show in whose custody the books and papers were, and, while the writ averred that Mr. Stepheas for the papers in question, it did not siver that they were custodians of the property of the society. He cited numerous authorities in layor of his views.

In further reply Mr. Waterbury read a host of extracts from various law books which gave a directly different version of the point at issue. He contended that a corporation in which he is directly miterested.

Judge Westbrook here intimated a desire to hear Mr. Waterbury as to what there was on the face of the papers showing it was necessary for him to have the extracts he desired, or that he had not copies of them or as to whether it appeared that he society was acting contrary to its rules and regulations.

Mr. Waterbury stated that he took it that he was not onliked to show that, and that he did not propose to show it; that he had contrary to its rules and regulations.

Mr. Waterbury stated that he took it that he was not onliked to show that, and that he did not propose to show it; that he had a corporation under a charter in which it was expressely declared that that was a public exporation under a charter in which it was expressely declared that that was a public act, and its constitution and bylaws must be brought into court and proved if necessary.

Judge Westbrook inquired if, where a member of a corporation is breaking its rules.

M

If necessary.

Judge Westbrook inquired if, where a member of a corporation seeks relief, must he not show that the corporation is breaking its rules.

Mr. Waterbury, in reply, said that this must be set up in the way of delence and that it was not for him to allege it. He came here under a clear law that this being a public corporation and he being a member of it and entitled to the privileges of members he was entitled to a copy of the constitution and bylaws, especially that portion which relates to a matter affecting him personally. All that was required was that there should be a good case presented.

Mr. Clinton, in his further argument, insisted that all the cases cited by Mr. Waterbury where an inspection of the books was granted were based on transactions in regard to which there was a pecuniary interest.

Judge Westbrook said that as Mr. Waterbury did not show on the face of the writ the necessity for these documents, and did not show that these persons were the custodians of them or were able to jurnish them or that he had made a reasonable demand for them, he thought the papers were fatally defective.

At this point Mr. Calvin rose and stated that it was a settled law of the State that if a member of a society was expelled in conformity with the rules of such society that a mandamus could not lie to restore him to membership. He had examined with great care the authorities bearing on the present case, and not an instance could be found compelling a production of the constution and bylaws as asked for in the present instance.

After some further argument Judge Westbrook.

stance.
After some further argument Judge Westbrook, although strongly intimating that he would quasi the writ, took the papers, reserving his decision.

THE "SHAUGHRAUN" REDIVIVUS. Not long since Mr. Dion Boucicault brought an action in the United States Circuit Court against Joshua Hart, proprietor of the Theatre Comique, to recover the sum of \$25,000 for an alleged infringement of the copyright of the "Shaughraun," by playing in his (Mr. Hart's) theatre a drama the title of which is the "Skibbeah." Mr. Boucleault claims that the "Skibbeah! has been drama the title of which is the "Skibbeah." Mr. Boucleault claims that the "Skibbeah? has been pirated from the "Shaughraun." Judge Woodruff tried the case in the course of the past winter. It was contended before the learned Judge, on the part of the defendant, that the "Shaughraun." was "stolen!" er made up by Mr. Boucleault from a play called "Pyke O'Callaghan," and that even if it was original it was not shown that Mr. Boucleault Rad secured a copyright of his play, and had not lodged a copy of it with the librarian of Congress ten days after filing with him a copy of the little thereof. The result of the trial before Judge Woodraff was the issuing of a temporary injunction restraining Mr. Hart from playing in his theatre certain specified scenes in the "Skibbean," on the ground that they had been plagiarized from the "Snaughran." The injunction is secure him against any damage he might sustain in consequence of the injunction, in the event of the decision of the Court being finally in his favor. Then the question tarned upon Mr. Boucleault's acquirement of a copyright in the "Shaughraun," and this came up on demorrer at a sonsequent stage of the case before Mr. Justice Hunt, one of the judges of the Supreme Court of the United States, hedding term in the Circuit Court of this district. The learned Judge rendered his decision yesterday. He overroles the demorrer fixed by the defendant, and gives the defendant leave to shawer the compiant in thirty days.

Richard O'Corman, counsel for Mr. Boucleanlt;

a referee such payment was directed to be made; but pending these proceedings the Eric Railway Company became insolvent, and Mr. Jewett was appointed receiver. It was ciaimed by Mr. Jewett, as such receiver, that his powers took precedence of this order of payment, and that a portion of the \$10,500 should be paid to him. A motion was made yesterday before Judge Davis, in Supreme Court, Chambers, with a view to settling the rights of the parties in controversy. After quite a lengthy argument, in which several eminent counset participated, Judge Davis gave an oral designo, directing that the money be paid to the Jeeferson Car Company. He was asked if this carried interest with it, and he said not. a referce such payment was directed to be m

## MARINE COURT-PART 1. Before Judge Alker. JEWISH BUBIALS.

Jacob Reyser et al. vs. The Genesener Unterstateungs Verein.—The defendant is a benevolent association, owning several sections of ground in the Bay Side Cemetery, its object being the provision of a burying place for its members, and free burial for poor Israelites, and further the sale of graves to members of their religious persuasion outside the society who are able to pay and who are willing to conform to their regulations. The plaintide claim that on the death of their father, in March, 1873, they visited the president of this society and stated their wish to obtain a grave prepared for the next day, that he replied that the charge would be \$30, which they agreed to, and the burial took place; that about a week after a bill was sent them for \$101 30, to which they demurred, but that desiring lurturer privileges they paid it; that subsequently they applied for permission to erect a tombatone, for which permission to orect a tombatone, for which permission to forect a tombatone, for which permission \$50 was charged and a day set which was exactly one year from the time of the burial. It was testified by plaintiffs' witnesses tout it was a rule of their faith, and considered a great disgrace if not complied with, that the monument should be erected within a year from the say of burial and certain prayers of deficiation offered at the time, and the evidence of the plaintiffs was that they appeared on the day set, but that owing to some dispute between the defendants and the proprietors of the cemetery admittance could not be obtained, and that, consequently, the important day passed, leaving their duly apperformed. They, therefore, claim \$1,000 damages for the outrage inflicted upon them in their religious convictions and for money which they claim was extorted from them, as they claim, without an equivalent. The defendants' varison of the story, as retared by their officers, is this:—That the plaintiffs, on visiting the president of the society, were took that the grave would capt \$100, but that, the plaintiffs expressing their ignorance as to the proper mode of conducting the sorvices, the president, at their request, sent the "Baai-Mesaskini," and sexton of the society, seven persons, to prepare the body, &c., for which the balance of the bill was charged, and which was paid without question; that subsequently, at the time for erecting the monment, the society, at the plaintiffs' request, formished is "Baai-Mesaskini," with the understanding that plaintiff would bring with the understanding that plaintiff would bring with him at least six results. In order a constitute of the requi prepared for the next day, that he replied that the charge would be \$30, which they agreed to,

MARINE COURT-PART 2.

Before Judge Gross. SUIT AGAINST THE MERCHANT DESPATCH COM-

named company four cases and one bale of leaf tobacco, the property of the plaintiff, in good order and condition, valued at \$900, the company tobacco, the preperty of the plaintif, in good order and condition, varued at \$300, the company agreeing to convey said goods to Galena. Ill., and there deliver the same to plaintif with all reasonable desnates, he to pay a reasonable compensation when the service was performed. Suit was entered for the value of the goods, with interest, and for such and further rolled as to this Court may seem just, and for the costs of this action. At Trial Term of the Marino Court, held December 13, 1872, before Judge Shea and a jury, the case was heard and a verdict rendered for plaintiff of \$300, with an allowance to plaintiff of \$300, again this same action came on far trial, before Judge Joachansen and a jury, on the 35th of June, 1874, and a verdict rendered in favor of plaintiff for \$300 and \$100 costs, amounting in all to \$1,058. This case, now before Judge Gross, with the record of the two previous actions, and the testimony of four witnesses for plaintiff and seven for defendant, present or absent, written or verbal, all to be reread or the witnesses recalled, with the legal points at issue, invested the case with musual interest. The goods in question were duly delivered to the defendants, and by them forwarded to Athens by barge, and from thence on to Chicage, where they were received by the defendant's agents. They arrived at the latter place on the 18th of October, 1871. Upon that night the great confagration broke out, and in its ruvages consumed the depot and outleings of the company, including, as was supposed, the plaintiff's property, as beyond that point no trace of them was ever discovered, and for the recovery of the value thereof the action was brought. The evidence being all in Judge Gross charged the jury, and test body retired, and after a prolonged absence failed te agree and were discharged.

## MARINE COURT-PART 4. Before Judge McAdam.

ACTION FOR SHOOTING A BOY. The plaintiff in this case is the father of John Weir, and resided at No. 429 West Sixteenth street, in this city. On the 7th of last September the son was in company with other boys, and the the son was in company with other boys, and the defendant proceeded out of a planing mill establishment in the vicinity of the place in question and levelled a gun loaded with buckshot as the boys, and fired, wounding Jenn in the right arm. Young Weir, in consequence of the injuries he received, was sent to Believue Hospital for medical treatment, and after being discovarged, in a week or two, was unable to get work for a considerable period, owing to the wounded arm remaining shill was \$50, and the doctor deposed as to the nature of the wound.

The defendant testified that at the time in question he took out the gun, which he supposed was charged with nothing but powder, and fired it off in order to frighten the boys, who threw neavy stones into the establishment and were constantly thieving therefrom.

stones into the establishment and were constantly thieving therefrom.

The Judge charged the jury that there could be no doubt that the boy was shot by the defendant, and, as a matter of law, the act was illegal. The only question the jury had to consider was that of damages jor loss of service, taking into their calculations the doctor's fee, and they were to assess these amounts with whatever they thought the defendant might reasonably be made pay for his outrageous act.

The law rendered a verdict in favor of the Outrageous act.
The jury rendered a verdict in favor of the plaint of for \$85.

> DECISIONS. SUPREME COURT—CHAMBERS.

SUPREME COURT—CHAMBERS.

By Juage Westbrook.
Clements vs. Yturria.—Grauted.

By Juage Brady.
The Institution for the Savings of Merchanta?
Clerks vs. Morrill.—Motion denied. Opinion.
Wikinson, &c. vs. Hawley et al.; Beil vs. Fritel;
In the matter of Thompson.—Granted.
Shea vs. Snea.—Motion denied without prejudice. Opinion.
Scott vs. Dexter.—Motion granted. Opinion.
Burnoss vs. Norcress.—Opinion.
Burnoss vs. Norcress.—Opinion.
By Juage Davis.
Whitehead vs. Kennedy—Motion granted so far as to direct the referee to select and mark the exhibits that are necessary to be printed as part of the appeal papers, and that, upon such selection and marking, the same be printed as part of the case.

Byman vs. Abrahams.—Motion denied, with \$10

Case.
Hyman vs. Abrahams. -- Motion denied, with \$10 costs of opposing. I think the affidavits show that Abrahams transduleatly withheld the debt by concealing his real name and assuming that of Goldbey, who seems to have been an irresponsible

concealing his real name and assuming that of Goldbey, who scenas to have been an irresponsible person.

McDowell-Niven vs. Niven.—Motion denied, but without prejudies to its renewal on additional papers. The proceedings before the present releres in the other case ought to be brought to a close, either by report or discontinuance, before the order is made in this case. The statements of defendants should be met and explained.

Barstow vs. Smiffin.—Memorandum.

Williams vs. O'Neill.—Motion should be denied with \$10 costs; it was ebviously made for delay and annoyance. The defendant o'Neill ind notice of the application for judgment, at which time it is customary for the Court to grant the allowance. He appeared and contested the application for judgment and interposed further exceptions, which were overrused with costs. There was no necessity for delaying the proceedings with the stay he obtained, for if there was anything in his objections to the manner of obtaining the allowance he could have brought that before the Court without embarrassing the case with an order staying proceedings. His motion is denied, with \$10 costs.

SUPREME COURT-SPECIAL TERM. By Judge Westbroek. Bliven vs. Gierke.—Motion denied. SUPERIOR COURT-SPECIAL TERM.

By Judge Van Vorst.

Harte vs. Nye.—Finnings and conclusions of law settled and signed.

Putnam vs. Schlich et al.—Complaint dismissed without costs. See memorandum.

COMMON PLEAS-SPECIAL TERM. By Judge Loew.

Schmidt vs. Stevenson.—Motion to punish for contempt cenied on condition that the witness answer the two questions in the order to show

cause.

Dickerman vs. Murphy.—Application granted.
Ward vs. Norton.—Motion granted.
Cole vs. Sill.—Order settled.
Earing vs. Beckestein.—Motion to amend complaint granted on payment of \$10 costs. Order to be settled on notice.

COURT OF GENERAL SESSIONS. Before Recorder Hackets. BURGLARIES AND LARCENIES.

John Wilson pleaded guilty to the crime of burglary in the third degree. On the night of the 19th of Jone he broke into the cigar maunfactory of Lopez & Fernandez, No. 214 Pearl street, and stole \$600 worth of eigars, a portion of which was resovered. He was sent to the State Prison for four

Peter McGiveney and John Moore pleaded guilty to petit largeny from the person. On the 1st of this month they stole a pawn ticket, representing a gold watch worth \$14, belonging to Frank Jenings. Isaac Weil was tried and convicted of stealing

Issac Well was tried and convicced or assening \$100 in money on the 19th of this month, belonging to his steppaughter, Mary Levy.

Frederick A. Goodall, who pleaded guilty on the 2nd to obtaining \$07 by false preteness, was placed at the bar for sentence. His Honor said he belonged to a gang of swindlers. These prisoners were each sont to the State Prison for three years.

longed to a game of swindlers. These prisoners were each sout to the State Prison for three years.

Victor Clawson, the youth who pleaded guilty on the First inst. to an attempt to rob Mrs. Susan Phelps, of Elizabeth, N. J., of a pocketbook containing \$12.50 while wasking through Madison avenue, was arraighed. His counsel presented in mitigation of the sentence affidavirs to show that the youth had very respectable relatives. The Recorder saud that he had recently observed in passing sentence upon the young men who roobed the Hudson River Railroad Company of \$50,000 that education and social position was an aggravation rather than an excuse for crime. Clawson was sent to the Pentientiary for soven years and six months.

Frederick Ranfield, a youth, pleaded guilty to stealing on the 17th inst. \$56 from Daniel Connor. He was sent to the Pentientiary for three years. Maurice wilson, alias Henry Wilson, charged with burgiarrously entering the liquor store of John J. Quinn, on the 5th of this month, 2as stealing \$15 worts of projectly, pleaded guilty to an attempt at burgiary in the third degree.

Michael Kine pleaded guilty to petit largeny from the person. The indictment charged that on the 18th last, he stole a gold chain from Heery Huestedt while he was walking through the City Hall Park.

William Wright, who, on the 20th inst., stole a watch and chain valued at \$52 from George Hemenan, while walking on avenue B, pleaded guilty to the allegation.

Robert Porter pleaded guilty to stealing on the

man, while walking on avenue B, pleaded guilty to the allegation.

Robert Porter pleaded guilty to stealing on the 20th of May \$33 in money belonging to George H. M. Jacosson.

A similar plea was accepted from Jacob Stocho, who, on the 19th of this monts, stole \$50 from John Mersel.

Stephen Leonard pleaded guilty to an attempt at larceny from the person. On the 18th of May he stole \$1 from the person of Robert Johnson.

Peter Woods, who was jointly indicted with three young men for breaking into the tailor's shop of Otto F. Ehlers, No. 331 East Twenty-fourth street, on the 22d of May and stealing \$600 worth of cloth, pleaded guilty to an attempt.

Frank Glimiche pleaded guilty to stealing, on the 11th of June, \$75 worth of trass, the property of Constance Brondin.

the lith of June. \$75 words of brass, the property of Consisence Brondin.
The above named prisoners were sent to the State Prison for two years and six months.
Robert Smortly and William Smail (boys) pleaded guilty to burglarjously entering the acuse of Jennette L. Lozier, No. 179 Sullivan street, and stealing \$5 worts of property. These juvenile thieves were sent to the Catholic Protectory.
John Fay, who pleaded guilty, on the 14th of this month, to an attempt at ourglary in the third degree, was sentenced to the State Prison for eignteen months.

Arthur Hirson and Lewis Scholl (boys) pleaded guilty to stealing, on the 14th of this month, \$50 worth of cigars, the property of Louis Korndoe-fer.

fer.
Thomas Clark was tried and convicted upon an

indictment charging him with stealing on the 22d of May a gold watch and chain, worth \$150, and \$10 in money from a trunk belonging to John McGrath, who was boarding at No. 566 Grand atreet. These prisoners were each sent to the Penitentiary for one year.

Jacob Grostman, who on the 17th of this month stole \$50 in money irom Louis Ruhe, pleaded guilty to grand isrceny. He was sent to the State Prison for eighteen months.

ACQUITTAL. William Monaban, George Hopkins and Charles Christman (youths) were tried for stealing \$46 in money from the barroom of James Healy, No. 163 fludson street. The jury rendered a verdiet of

> TOMBS POLICE COURT. Before Judge Duffy.

CHARGED WITH EMBEZZLEMENT. Frederick Mundy, of Brooklyn, was arraigned on a charge of embezziement. It was alleged by the complainant, William Johnson, a State Sen-

BEEARING UP THE GANG. Detective Doroy, of the Sixth precinct, yesterday arrested James Molloy, of No. 9 Mulberry nam McNamara, of Brooklyn, E. D. Molloy is the leader of a gang of Sixth ward thieves, whom Captain Lowry for some time back has been endeavoring to break up. Justice Duffy, before whom he was taken, held him for trial at the General Bessions. street, for stealing a watch and chain from Wil-

ARREST OF A PICKPOCKET. Peter Barrett, of No. 78 Roosevelt street, newsboy, was held to answer on a charge of picking the pocket of Patrick Deheny, of Barclay street, of sundry ten cent stamps. Harrett is said to belong to a gang of youthful thieves that inlest the neighborhood of the new Fost Office.

WASHINGTON PLACE POLICE COURT. Before Judge Bixby.

DANGEROUS ACQUAINTANCES. On Thursday night last, about eleven o'clock. a gentieman, at present staying at the Hotel Brunswick, was accosted in Union square park by two women named Lillie Green and Kittle Ennis. While engaged in conversation Kittle Ennis suddenly embraced him, and at the same time Lillie Green selzed his watch chain and tore a locket from it and ran away. Both women were arrested by Officer Foley, of the Twenty-ninth precinct. They were brought before Judge Bixby yesterday and committed, in lack of \$2,000 bail cach, to answer.

BROOKLYN COURTS. COURT OF OVER AND TERMINER-A RAILROAD NUISANCE-PRESENTMENT BY THE GRAND

Before Judge Pratt. A large number of taxpayers, residing in the vicinity of the intersection of De Kaib and Frank-lin avenues, recently sent to the Grand Jury of lin avenues, recently sent to the Grand Jury of Kings county a petition that measures be taken to abate the nuisance caused by the imperfect tracks of the Prospect Park Railroad Company, which cross each other at that point. It was stated in the petition that each car was compelled to jump the tracks, creating a loud noise and jarring, which operated to the annoyance, detriment and discomforts of the residency of the locality. In response to the petition the Grand Jury yesterday made the following presentment to the Court of Oyer and Terminer:

The Grand Jury having had presented to them the sentment to the Court of Oyer and Terminer:—
The Grand Jury having had presented to them the petition from well known taxpayers and residents in the vicinity of De Kaib and Frankhn avenues. Seventh ward, complaining of a nutsance caused by the Grand street, Prospect Park and Plathush Ayenue Kailroad Company, at the intersection of De Kalb and Frankhin avenues, would respectfully state that we have examined the condition of the tracks at said intersection, and find the complaint of petitioners fally sustained. We would also state that by a resolution of Common Council to certified copy attached to the petitionly which became a law November H, 1873, the Composation Council was directed to take legal proceedings against Franklin Kaliroad Company to council them to abate the mirance new complained of but which still remains unabated. And we would respectfully recommend that the proper steps be immediately taken to abate the said nuisance.

COURT OF SESSIONS. Before Judge Moore. CRIMINALS DISPOSED OF.

Charles F. Thurston was tried yesterday for forgery. He was convicted and sentenced to the Penitentiary for a term of fifteen months. John crawford was convicted of grand larceny and crawford was convicted of grand larceny and sentenced to the same institution for eight years. John Deihan, who killed his wife, pleaded guilty to an indictment for murder in the second degree, dicksel Caramont and Charles Sheridan indicted for assault with intent to kill, pleaded not guilty. Feter Boyd, indicted for manalagneter; James Sweeney, for robbery; William A. Mooney and William C. Buck, for burglary, and William Rooney, for grand larceny, all put in a similar plea. They were remainded for trial.

COURT OF APPEALS.

ALBANT, June 25, 1875.
In the Court of Appeals to-day the following decisions were hauded down :-

Motion granted.—Wentzier vs. Aldrich.
Application denied.—Smith vs. Neissh.
Judgment affirmed, with costs.—Cole vs. Miles;
Coleman vs. Shattuck; Multaly vs. The Mayor;
Tae Excelsior Savings Hank vs. Campbell; Same
vs. Same; Mady vs. Neison.
Judgment reversed and new trial granted,
costs to abide the event.—Brennan vs. The Mayor. Order affirmed, with coats.--In the matter of

John D. Voorh.s. Order of General Term reversed and judgment piaintiff on verdict, with costs.—People ex Hogan vs. Flynn; People ex rel. Loutrel vs. McCabe. No. 76, The Railway Passengers Associated Com-pany vs. Warner.—Argument resumed and concinded.
No. 72. John Chapman, respondent, vs. Charles
J. Mills et al, appollants, and No. 229, Same vs.
Same, were argued together by A. J. Parker, of
counse: for appellant, and by George P. Danforth
for respondent.

for respondent.

No. 94. W. M. Loyd and another, respondents.

vs. William W. Burna, appellant.—Submitted.

No. 85. Miles Kent and othern, appellants, vs. Hector S. Kent and othern, respondents.—Arraned by John W. Denning of counsel for appellant, and by J. J. Van Allen for respondent.

The Court took a recess to Tuesday, September 21, 1875.

UNITED STATES SUPREME COURT. BOTTOMRY BOND-DISCHARGE OF LIEN.

MASHINGTON, June 26, 1875.

The following opinions have been given in the United States Suprome Court:—

No. 41. The Ship Belle of the Sea et al. vs. Henry W. Johnson and Andrew F. Higgins. Appail from the Civil Court for the Eastern district of Pennsylvania.—Mr. Justice Strong delivered the opinion of the Court. Very clearly the ship was not discharged from the bottomy hen unless the bond was actually paid or unless the lucelants agreed to pay it and look to the freights, the general average and the insurance exclusively for their reimbursement. Or actual payment there is no evidence whatever. On the arrivator the ship at New York Mr. E. A. Hammond, who had a mortgage upon her, which with laterest amounted to more than \$30,000, took her into his possession, in virtue of authority conferred by the mortgage, and employed the libellants to take up the bottomy bond, to collect the freight, the general average and insurance, and generally to transact the business of the vessel, busequently this arrangement was assented to by the owner and the equatterer. Accordingly the libellant took up the bond by taking an assignment of it from the Mesers, Ward, who beld it, and proceeded to adjust the boulness of the ship, collecting ins freights, general average and insurance, and making the necessary disbursement; but as they were unable to realize from the insurance what was expected the sums collected proved insufficient to pay the expenses of discharging the ship, the commissions, necessary expenses and disbursements, together with the bottomy bond. They new claim the right to apply whatever they save been able to collect—first, to telmburse themselves, the commissions, necessary expenses and disbursements made by them on account of the ship, and secund, to the disonarge of the bottomy ereditors, and even if there had been no seen assignment of the bottomy bottomy produced to the only the instance of the owner and metragee, they would have been entitled in equity to the right of the bottomy produced to the ship for the pup Washington, June 25, 1875.
The following opinions have been given in the

that when the bankrupt gave the draits which are claimed to operate as payment he was insolvent, and that such insolvency was known to Fox and Howard and to the crediters to whom the drafts were given; that they were given by the bankrupt, with interest, to afford preferences foroiden by the Bankrupt act, and that they were accepted by Fox and Howard in fraud of that act. The contention of the pishudis in error is found in the following extract from the prefect, their counsel:—That the Court below was mistaken in its construction of the thrift fifth section of the Bankrupt act. That section does not authorize units by an assignee against debtors of the bankrupt who have descarged their debts to him or paid money to other persons for biange, within the period of four er six months specified in the act. It only authorizes suits against such credit. paid money to other persons for magac, within the period of four er six months specified in the act. It only authorizes suits against such creditors of the bankrupt as have translated by a fraudulent preference under the Bankrupt act are itable to the assignee. The doctrine of the Pistrict Court, it is said, leads to the most disastrous consequences. For if a debtor cannot respect the orders of a man in embirrassed directions of the property of the adventure of the property of the adventure of the property of the adventure of the property of the value of it from the property of the value of it from the person so receiving it or so to be benefited." The tanguage of the statute authorizing the assignee "to receiving it or so to be benefited." The tanguage of the statute authorizing the assignee "to receive the property, or the value of it, from the person so receiving it or so to be benefited." The tanguage of the statute authorizing the assignee "to recover the property, or the value of it, from the person so receiving it or so to be benefited." The tanguage of the statute authorizing the assignee "to recover the property, or the value of it, from the person so receiving it or so to be benefited." Here is no interpretation that the party paying is not also hable. The world not possess if they had been comitted from the statute. In the present case the property or value a stempted to be transferred to the assignee. Section 14). The attempted transfer the to the sanignee. Section 14). The attempted transferred to the assignee. rapt. On the adjudication of bankruptey the pessession and ownership of the same were transferred to the assignee. (Section 14). The attempted transfer by the bankrupt was fraudulent and void. It follows logically that the debtor yet holds it for the assignee, and that the assignee may sule for its recovery. (See Bolanger vs. Gentry, 36 Cal., 165; Hanson vs. Heruch, 100 Mass., 323.) Upon brinciple there would seem to be scarcely from for doubt upon the point before us. The pretended payment or transfer of substitution by the debtor of the tankrupt was in fraude in the act and lilegal. It was a transaction expressly forbidden by the statute. The jury found that the insolvency of Young was known to Fox & Howard, and to the creditors by whom the drafts were taken at the time they were taken; that they were given by the bankrupt with intent to create forbidden preferences, and that they were accepted by Fox & Howard in fraud of the act. This is a transaction expressly condemned by the statue. It amounts simply to this:—The debtor of the bankrupt was in Iraud of the act. This is a transaction expressly condemned by the statue, it amounts simply to this:—The debtor of the bankrupt seeks to protect himself against an admitted debt by plending a payteent or substitution its face. Fex & Howard were indexted to the bankrupt, and can only discherge themselves by a payment or satisfaction, which the law will annotion. A payment or transfer condemned by the express terms of the Bankrupt act cannot protect them. There is no difficulty in the case. It is said the acceptances were a part of an illegal contract, and no action will be upon them in favor of the parties making the claim to them. Affirmed. BEORGANIZATION OF THE ERIE RAILWAY COM-PANY UNDER THE ACT OF 1861-AIGHTS OF THE PREFERRED STOCKHOLDERS.

No. 140. Thomas St. John, appellant, vs. The Erie Railway Company .- Appeal from the Circuit Court for the Southern District of New York, Mr. Jus tice Swayne delivered the opinion of the Court.
This is an appeal in equity from the Circuit Court of the United States for the Southern District of New York. The facts of the case are undisputed. By an act of the Legislature of New York of the By an act of the Legislature of New York of the 24th of April, 1832, a corporation known as the New York and Brie Railroad Company was created. The company issued five successive series of bonds, amousting in the aggregate to about \$20,000,000. The first series was secured by a fich upon the road given by statute. The other series were secured by mortgages. The bonds were natally designated as first, second, third, fourth and fitth mortgage bonds, according to their places respectively in the succession. The company also issued masscured bonds, known as sinking jund

The contribute again and an account have been as a first provide the part of the control of the company when the company were received. He was a first provided the company of the control of the company were received. He was a first provided the company of the control of the company were received. He was a first provided the company of the control of the company were received. He was a first provided the company of the control of the company were received. He was a first provided the company of the control of the company were received to the company to the

effect as regards the point to be considered.

The original takers of the preferred stock were creditors. They shandened that position and became stockholders. They thereupon ceased to be the former and can only be regarded as the latter. They surrendered their debts and received in return stock of the same amount, which gave them a chance for anomal dividuals of seven per cent and a voice by voting in the choice of these by whom the affairs of the company were to be administered. What they were to receive was not interest but dividends, and they were to receive them in priority to the holiers of the common stock. The latter could receive nothing until the former were satisfied. The maximum payable on the preferred stock was specific. It might be less or nothing. It could not be more. The amount satisfied to the limit prescribed until the former were satisfied. The maximum payable on the preferred stock was specified. It might be less or nothing. It could not be more. The amount subject to the limit prescribed depended wholly upon the residue of the set earnings applicable in that way. The language employed is apt to express the relation of the stockholders. None to excress the relation of the stockholders. None to excress the relation of the stockholders. None to excress the relation of the stockholders, where the intent to continue that relation are longer can be inferred. After a lengthy discussion of the points presented the Court say.—We hold that the computation by the company for the year 1883 was made upon the proper basis, and that the complianant is concluded by it. We are of the opinion that the relats for that year, accruing under leases taken by the company after the issuing of the preserved stock, and the interest upon the sterling bonds for that year were properly applied in payment of preferred dividends. These views are fatal to the complainant's case. We have carefully examined all the autsorfies referred to by his learned counsel. None of them are in hostility to the conclusions at which we have arrived.

The decree of the Circuit Court is affirmed. BOARD OF POLICE.

At a meeting of the Hoard of Potice C. muits sioners, held yesterday, it was resolved that the application of the Mechanics' National Bank for connecting their vaults or telegraph with the First precinct station house be granted, under the following conditions, which shall apply to all institutions which are now or may hereafter be allowed to connect their vaults or buildings with any of the police station houses in the city of New

any of the poince station houses in the city of New York:—

Pirst—Before being put in operation the connections above referred to small be inspected and approved in writing by the Superintendent of Telegraphs of the Police Department.

Second—Those telegraphic connections shall be continued during the pleasure of the Board of Police, and carelessness in the maintenance or use of the connection or in the opening or cosing of the vanits, whereby policemen are called to the limitations unnecessarily, shall be deemed sufficient cause for withdrawing the permission to make telegraphic connection with the various station houses.

THE PROPOSED NEW PARADE

GROUND.

LECTER FROM MAYOR WICEHAM AGADIST IPS ESTABLISHMENT.

Two years ago the Legislature passed a law authorizing the purchase of land, to be faid out as a new parade ground, in the upper part of the island. The probable cost of this work will be according to estimates, about \$2,000,000. At the last meeting of the Board of-Apportionment Comptroiser Green odered a resolution con-demnators of the proposition. Yesterday Mayor Wickham transmitted the following letter, in re-lation to the matter, to Park Commissioner Ste bins:—

lation to the matter, to Fark Commissioner Stebins:—

Executive Department, City Hall. 2

New York, June 28, 1973. 5

How. H. G. Stebbins, President Department of Fubils
Parks:—
My attention has been called to the fact this proceedings have been instituted to have commissionars of estimates and assessments appointed by the Supreme Court on Morday next, in the matter of a market ground in the upper part of the island. I am surprised at this information, as I had supposed that, before our conference on the subject in April 284, the configuration of Public Parks had decided that such proceedings should not be proceeded. I do not consider the there is any nodes sity or justification at this time those proceedings are continued. And I recommend that such steps be taken continued. And I recommend that such steps be taken continued. And I recommend that such steps be taken continued. And I recommend that such steps be taken.